

**Memorandum of Agreement  
By and Between  
Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763  
Communications Specialists - King County Sheriff's Office  
and  
King County**

**Subject: Automated Time Labor and Scheduling (ATLAS)**

**Background:**

1. King County (the County) and the International Brotherhood of Teamsters Local 763 - Public, Professional & Office-Clerical Employees and Drivers (the Union) are Parties to a Collective Bargaining Agreement (CBA) effective January 1, 2018 through December 31, 2020. The Parties are currently bargaining a successor agreement.

2. The King County Sheriff's Office (KCSO) has utilized an electronic method called ATLAS to schedule and track overtime hours worked within a calendar year following King County Auditor's reports issued in 2017 and 2019.

3. The Communication Center did not convert to ATLAS with the rest of KCSO and has instead continued to use a manual process of scheduling and tracking overtime hours. KCSO has an operational need to replace the manual process for posting, selecting, and scheduling overtime for Communication Specialists and Dispatchers with ATLAS.

4. In converting the Communication Center to ATLAS, the parties recognize the need to document agreement on the overtime rules that will be used to program and manage the system.

5. In review of this issue, the parties hereby agree to the following:

**Agreement:**

**1. Voluntary Overtime.**

**A. 16-hour Restriction.** Employees may not volunteer to work more than 16 consecutive hours without authorization from a supervisor.

**B. Floor Overtime.** Only Floor overtime hours, which are recorded in ATLAS as task codes 108 (call receiving backfill) and 118 (dispatch backfill), will be considered for determining overtime hours worked and/or scheduled in ATLAS. Semesters reset on April 1 and October 1 of each year. If there is a tie for fewest combined overtime hours worked and/or scheduled in a semester, the overtime will be assigned to the employee who first indicated their

desire to volunteer for overtime work in ATLAS. Any other tiebreakers will be based on seniority.

**C. Notice of Voluntary Overtime Opportunities.** Overtime opportunities will be posted in ATLAS up to 60 calendar days in advance. Voluntary overtime posted with less than 30 calendar days' notice will remain open for at least 5 calendar days to allow employees sufficient time to review shifts. Overtime opportunities which become available with fewer than 5 calendar days' notice will be posted and assigned according to the "Code Red" or Mandatory Overtime process below.

**D. Communication Specialist Availability.** Employees who wish to be considered for voluntary overtime assignments must indicate availability and interest for posted overtime shifts in ATLAS. Employees may only sign up for themselves.

**E. Voluntary Overtime Assignment Process.** Supervisors will assign voluntary overtime 30 calendar days in advance, when practical and will notify the employees by email. Employees cannot be bumped from an assigned overtime shift. Employees will be scheduled to work voluntary overtime according to the combined number of overtime hours worked and/or scheduled in a semester beginning with the volunteer who signs up for consecutive overtime shifts and who has the fewest combined overtime hours worked and/or scheduled in ATLAS. Employees may not bump another employee from overtime.

**F. Withdrawing from Voluntary Overtime.** Once assigned, the employee may decline the overtime shift up to 14 calendar days prior to the shift. If an employee becomes unavailable or ineligible for an overtime assignment, they will request to remove their name from ATLAS as soon as practical. Employees who wish to withdraw from a voluntary overtime shift with less than 14 calendar days' notice must find coverage for the overtime shift, or work the shift.

**G. Code Red.** In keeping with the current practice, KCSO may seek to find volunteers using the "Code Red" process to fill overtime opportunities that arise with fewer than 14 calendar days' advance notice, prior to scheduling mandatory overtime. The first person who responds to the "Code Red" alert, currently conducted via text message, will be assigned the overtime. Intermittent "On-Call" Communications Specialists may work any "Code Red" shifts.

**2. Mandatory Overtime.** Management may assign mandatory overtime to employees as follows:

**A. 12-hour Restriction.** Employees will not be mandated to work more than 12 consecutive hours unless the County has determined that legitimate business needs exist. When legitimate business needs exist, employees will not be mandated to work more than 14 consecutive hours. Legitimate business needs include:

1. All qualified and available employees have been mandated to work 12 consecutive hours, regardless of the number of overtime hours worked in a semester in ATLAS.
2. An emergency (shots fired, natural disaster, extreme call volume, etc.) occurs.
3. When there are fewer than five dispatchers on the floor.
4. When the number of call receivers falls below minimum staffing requirements. Minimum staffing levels shall be determined by the County and will be reviewed in a Labor Management Committee meeting prior to the beginning of each semester.

**B. Notice of Mandatory Overtime.** When there are not sufficient volunteers to fill the overtime, supervisors will make reasonable efforts to notify employees of mandatory overtime shift assignments at least 14 calendar days prior to the shift. Notice will be provided as soon as practical when KCSO has fewer than 14 calendar days' advance notice of the need for overtime. Supervisors will notify employees of mandatory overtime in person and in writing. . A supervisor may notify an employee of mandatory overtime when off duty only when the employee has contacted the supervisor for the purposes of calling out of work per the Communication Center call-in procedures or via the "Code Red" process above.

**C. Mandatory Overtime Assignment.** Normally, employees will only be assigned mandatory overtime immediately prior to or following their regular shift. Mandatory overtime will be assigned to the available and qualified Communication Specialist with the fewest Floor overtime hours worked in a semester recorded in ATLAS, up to 12 hours per shift, or 16 hours as defined in Section 2.A above. Any tiebreaker will be by inverse order of seniority. Semesters reset on April 1 and October 1 of each year.

**D. Mandatory Overtime Bypass.** Employees who are not available to perform mandatory overtime work as scheduled may request to be bypassed for mandatory overtime and shall provide a brief explanation for their request. Exemptions to mandatory overtime assignments will be considered in the event of a hardship to the employee. In cases of exemption for a healthcare appointment (e.g., medical, dental, or vision, etc.), a note from the healthcare provider verifying the employee's visit is required. Verification for other exemptions may be requested. The supervisor will approve or deny the request to be bypassed for mandatory overtime and note the reason for bypass in ATLAS. Requests for mandatory overtime bypass will not be unreasonably denied. The supervisor will assign the mandatory overtime to the next qualified employee with the fewest overtime hours worked in a semester in ATLAS and the bypassed employee will remain next on the list for mandatory overtime. Any tiebreaker will be by inverse order of seniority. Employees on a shift trade are not eligible for mandatory overtime and will be bypassed for that shift.

**E. Volunteers in lieu of Mandatory Overtime.** Employees, including On-Call employees, may volunteer to work the mandatory overtime assigned to another employee, however the employee who has been scheduled to work mandatory overtime will have the option

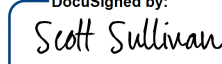
to work the overtime or relinquish it to the volunteer. Communication Specialist Supervisors may volunteer to work the mandatory overtime assigned to a Communication Specialist only when there are no Communication Specialist volunteers and when the mandated employee elects to relinquish the overtime. Employees may not bump another employee from overtime.

**F. Canceled Overtime.** Employees will be notified that overtime is no longer required as soon as practical, prior to the beginning of the shift in which they have been scheduled to work overtime. Mandatory overtime will be canceled first. If more than one employee is mandated to work overtime, KCSO may seek volunteers who wish to relinquish their mandatory overtime beginning with the employee with the highest number of Floor overtime hours worked recorded in ATLAS. If there are no volunteers to relinquish their mandatory overtime, the mandatory overtime assigned to the Communication Specialist with the highest number of overtime hours worked in ATLAS will be canceled. Voluntary overtime will be canceled in the reverse order in which employees volunteered.

**G.** Any signature received by facsimile or electronic signature will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

**H.** This Agreement, along with the CBA, constitutes the full and complete agreement on the issue of converting the Communication Center to ATLAS for overtime scheduling and tracking. This Agreement shall become effective on the date of final signature by both parties and will be implemented in ATLAS as soon as is administratively practicable for King County. The Parties agree to discuss incorporating this MOA into the Appendix with the next contract cycle.

For Public, Professional & Office-Clerical  
Employees and Drivers, Teamsters Local 763:

DocuSigned by:  
  
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\_\_\_\_\_  
Scott A. Sullivan  
Secretary-Treasurer

11/4/2021

\_\_\_\_\_  
Date

For King County:

DocuSigned by:  
  
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\_\_\_\_\_  
Lacey O'Connell  
Labor Relations Negotiator  
Office of Labor Relations  
King County Executive Office

11/4/2021

\_\_\_\_\_  
Date

**Certificate Of Completion**

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Subject: Please DocuSign: 450U0121.docx

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lacey O'Connell

AutoNav: Enabled

11943 Sunset Hills Rd

Enveloped Stamping: Enabled

Reston, VA 20190

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

loconnell@kingcounty.gov

IP Address: 73.181.129.99

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**Signer Events**

Scott Sullivan

Scott.Sullivan@teamsters763.org

Trustee

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(None)**Signature**

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*Scott Sullivan*

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Accepted: 11/4/2021 9:50:01 AM

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Lacey O'Connell

loconnell@kingcounty.gov

Labor Relations Negotiator

King County Executive Department-OLR

Security Level: Email, Account Authentication  
(None)

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*Lacey O'Connell*

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/4/2021 7:45:04 AM
Certified Delivered	Security Checked	11/4/2021 9:51:43 AM
Signing Complete	Security Checked	11/4/2021 9:51:52 AM
Completed	Security Checked	11/4/2021 9:51:52 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, King County Sub Account - Office of Labor Relations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact King County Sub Account - Office of Labor Relations:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov)

#### **To advise King County Sub Account - Office of Labor Relations of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from King County Sub Account - Office of Labor Relations**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with King County Sub Account - Office of Labor Relations**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.